

## **PRODUCER MEMBERSHIP AGREEMENT**

This Membership Agreement (the "Agreement") is made by and between Farm and Garden Market Cooperative Association, Inc., d/b/a Lexington Farmers' Market (the "LFM") and \_\_\_\_\_ ("Producer Member").

In consideration of the marketing services to be provided by LFM, Producer Member agrees to comply with the following terms and conditions:

### **1. Producer Member Requirements**

Producer Member represents and warrants that he or she produces agricultural products. Producer Member may manufacture value added products from said agricultural products. Producer Member's wares must consist over the market season of at least 60% of his or her own grown/raised agricultural products and value added products. The LFM may take crop failure into consideration.

Producer Member is interested in the objectives of the LFM and agrees to sign and comply with the Agreement.

### **2. Rights and Obligations**

Producer Member shall have one vote. Producer Member may attend all producer member meetings and serve on the Board of Directors.

### **3. Term**

The term of this Agreement shall commence upon its execution by both parties and shall extend until the following December 31. The Agreement shall thereafter automatically renew for successive one year terms unless and until notice is given by either party prior to December 31 that such party does not wish to renew the Agreement for the following calendar year; provided that if product offerings change from those specified in the Agreement, approval by the Board of Directors must be obtained.

### **4. Membership Fees**

The Membership Fee shall be \$25.00. Producer Member may apply for up to 2 booth spaces. Booth Fees of \$100.00 per booth are to be paid by April 1st of each year. Gate Fees of \$20.00 per booth per day on Saturday and \$15.00 per booth per day on Tuesday/Thursday/Sunday shall be paid to LFM.

**5. General Criteria**

Producer Member must be 18 years of age. Producer Member must be a resident of Kentucky and produce agricultural products in Kentucky.

**6. Insurance**

If selling value added products, Producer Member shall have separate product liability insurance naming LFM as an additional named insured and shall obey all state and federal laws pertaining to canned or processed products, value added meats, eggs and similar products.

**7. Permits**

Producer Member shall attach copies of all required permits to this Agreement. Standard permits are Health Department Permit and Retail Grocery Permit. Additional permits are required by law if Producer Member produces organic agricultural products; dairy, meat, fish, or chicken products; or baked or other value added products.

**8. Weights and Measures**

All produce sold at the LFM Market shall be sold by legal weights and measures. Producer Member is responsible for having scales that are certifiable by KDA. The use of non-certifiable scales is prohibited.

**9. Labels/Signs**

All labels and signs must include: point of origin, product name and price per unit. All value added products shall have labels that state name, address, telephone number, ingredients and weight in accordance with applicable law. All labels on all products shall be in accordance with state and federal law. All vendors using the term organic must follow federal regulations.

**10. Value Added Products**

Producer Member may represent other value added products so long as he or she complies with terms of this Agreement, any rules and regulations adopted by the LFM and the Articles and Bylaws of the LFM.

**11. Crafts**

A Producer Member satisfying the 60/40 rule may sell crafts if handmade by the Producer Member, and no kit was involved in the process. If painting, waxing or dying is involved, all must have been done by the Producer Member on an ingredient the Producer Member made or produced. All crafts must be juried by the Board of Directors or its representative. Plastics are prohibited except for use as a container.

**12. Inspections/Receipts**

Producer Member agrees to provide all necessary information for an inspection by LFM and understands that an inspection may occur at the Producer Member's farm or working location at any time within a season with 7 days notice. At the request of the Board of Directors or its representative, receipts must be provided to verify origin of product.

**13. Dress Code and Vehicles**

Producer Member and Producer Member's employees shall dress in clean and respectable clothing and shall not wear clothes that have slogans or symbols that will offend anyone's sexual, religious, political, or moral standards. Vehicles shall be reasonably clean both inside and out during market days.

**14. Booths**

Producer Member may apply for up to 2 booth spaces. Booth location is based upon seniority. Seniority is defined by number of continuous years of membership and use of the Market; number of sales days at the Market each year; number of weeks at the Market in each year. Each booth space must be cleaned by the Producer Member before leaving. Booth(s) during business hours must be clean and attractive. All trash, boxes, unsold product, and the like must be removed by the Producer Member. Producer Member must secure his or her space by 8:00 a.m. unless the Market Manager is otherwise informed. If the space is vacant at 9:00 a.m., the space will be assigned to someone else for the day. Produce must be displayed at least 2 feet above the ground, in accordance with Health Department regulations.

**15. Non-Transferability of Booth Space**

Membership and booth space are not transferable; provided that in the case of death, membership and booth space may be transferred to a surviving person who was a legal partner and owner of said business before death occurred or to a spouse.

**16. Hold Harmless Clause**

The Producer Member shall hold the LFM, its Board of Directors and its officers, employees and other representatives harmless from any legal action, suit or claim regarding LFM or its policies and decisions and from any legal action or suit regarding physical injury or property damage, including without limitation, injury to the person, property or income of Producer Member, Producer Member's employees and Producer Member's customers.

**17. Confidentiality**

All Producer Members have the right to attend board meetings, request copies of board minutes and financial statements. Producer Members shall not distribute such information to non-members.

**18. Covenants**

During the term of this Agreement, the Producer Member shall not participate in any other farmers market anywhere within Fayette County. However, the board may grant permission to participate in special events held in Fayette County.

**19. Market Manager**

The Market Manager is an employee supervised by the Board of Directors to execute the policies of the Board of Directors. The Market Manager will represent the LFM in publicity, contractual, informational or community meetings, handle all paperwork, write approved grants, collect and deposit all fees, handle any conflicts, enforce LFM rules and regulations, maintain records, allocate booth spaces, facilitate farm inspections, inspect labels, maintain the physical area of the LFM Market in good condition and implement any other policy directive from the Board of Directors. Producer Member shall at all times cooperate with the Market Manager and comply with Market Manager's requests.

**20. Producer Member Conduct**

Discussing LFM business or policies or interfering with other vendors' right to conduct business during selling hours (for example, "hawking") is prohibited, including screaming that certain products are better or cheaper. Caustic emails or phone messages concerning LFM are prohibited. Nonpayment of fees; violations of permits, or dress code, parking, labels, or weights and measures requirements; interrupting other vendor's business or causing a public disturbance (except for safety of customers and vendors) shall be cause for Producer Member's membership status to be automatically reviewed by the Board of Directors. Should Producer Member or any representative of Producer Member at any time occupy the premises in a manner contrary to this Agreement, upon request of Market Manager, the Producer Member or Producer Member's representative shall immediately cease such offending conduct. Failure to comply immediately as requested shall be cause for the termination of Producer Member's Agreement and vending rights and expulsion from the LFM Market. Upon termination, Producer Member shall promptly vacate the premises. Upon failure to vacate, the LFM may remove all property of Producer Member from the premises at Producer Member's expense. The LFM is relieved and discharged of and shall be held harmless by Producer Member from any legal action, suit or claim for loss or damage caused by such removal. The LFM shall not be responsible for storage or safekeeping of property so removed.

All suggestions, complaints or comments must be presented in writing to the Board of Directors or its representative, signed by the Producer Member and bearing the Producer Member's name, address and telephone number. No complaint, comment or suggestion will be handled during Market business hours.

If Producer Member's Agreement is terminated, Producer Member may appeal the determination. The Producer Member shall have 14 days from the date of receipt of the written determination to file a written appeal with the Market Manager. The Board of Directors (not including the Market Manager) or a committee of 3 board members appointed by the Board of Directors shall hear the appeal within 14 days of the receipt of the appeal letter. If the determination is reversed, the Producer Member's Agreement and vending rights will be immediately restored.

Intoxication by alcohol or drugs; any attempt by voice or body posturing to intimidate or threaten; terroristic or sexual threatening or bodily harm, representing the LFM without permission of the Board of Directors to the public; or failure to respond to the Board of Director's or its representative's directive shall automatically cause termination of the Agreement and immediate dismissal from the LFM.

The Producer Member is responsible for his or her employees complying with the terms of this Agreement.

21. **In Case Of Emergency**

Contact: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

22. **Further Assurances**

Producer Member represents that he or she has read the entire Agreement and understands its contents. Producer Member understands that the person who signs this Agreement will be responsible for representing Producer Member's business at all membership meetings and elections. Producer Member understands that if Producer Member does not comply with the Agreement that the Agreement may be terminated. Producer Member further understands and agrees that membership is at the discretion of the Board of Directors.

23. **Product Offerings**

The Producer Member's product offerings shall be:

\_\_\_\_\_

In witness whereof, the parties have executed this Agreement as of the dates indicated below:

**Producer Member**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Farm and Garden Market Cooperative Association, Inc.**

By \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **YOU MUST HAVE**

1. Your signed Producer Agreement page
2. Copy of Product Liability Insurance
3. Copy of Retail Grocery Permit and Fayette County Health Department Permit
4. Copy of Organic Permit, if required
5. Copy of Micro-base processor permit or home processing permit, if required
6. Copy of all eggs, dairy, meat, and fish permits, if required.
7. A check for Annual Membership fee